

**CITY OF COSTA MESA**

CALIFORNIA 92626-1200

P.O. BOX 1200

FROM THE OFFICE OF THE CITY CLERK

June 14, 2006

Susanne Haro
Administrative Assistant
Newport Beach Police Department
870 Santa Barbara Drive
Newport Beach, CA 92660

Dear Ms. Haro:

At the regular meeting of the Costa Mesa City Council held Tuesday,
February 21, 2006, the following action was taken:

Resolution No. 06-15 was adopted: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, APPROVING JOINT POWERS AGREEMENT FOR THE INTEGRATED LAW AND JUSTICE AGENCY FOR ORANGE COUNTY; the Mayor and City Clerk were authorized to sign on behalf of the City the Joint Powers Agreement (JPA) with ILJAOC, subject to conditions set out in staff report and notify other participants of condition and authorized the City Manager or the Chief of Police to execute any related documents.

The amendments to the contract to be made are hereby set forth:

- 5.03 Except as provided in Section 8.05, the ILJAOC shall protect, defend, indemnify, and hold free and harmless the Member Agencies and their respective elected and appointed boards, officials, officers, agents, volunteers, and employees from and against any and all liabilities, damages, loss, cost, claims, expenses, actions, or proceedings of any kind or nature caused by ILJAOC employees or employees of Member Agencies who are performing ILJAOC functions, including, but not by way of limitation, injury or death of any person, injury or damage to any property, including consequential damages and attorney's fees and costs,

resulting or arising out of or in any way connected with the negligent acts or failure to act in the course and scope of carrying out their responsibilities in the performance of their duties to the ILJAOC. In addition, and without limiting the foregoing indemnification obligation, and for which the ILJAOC will maintain sufficient insurance coverage in effect at all times as recommended by their Risk Manager, to cover any such damage claim, loss, cost, expense, action, proceeding, liability, or obligation.

6.02 Member Agencies have the right to withdraw from the ILJAOC. Such withdrawals, either voluntarily or involuntarily shall, unless otherwise provided for by the Board, be conditioned as follows:

- a) Involuntary withdrawal shall mean those circumstances where a Member Agency must withdraw due to fiscal or budgetary impact of that Member Agency that results in the discontinuance of the funding for personnel, services, or equipment by that Member Agency.
- b) In the case of a voluntary withdrawal, written notice shall be given one hundred eighty (180) days prior to the end of a fiscal year except that such notice requirement may be shortened by unanimous approval of a quorum of the Board members present ~~at the meeting at which the Board considers~~ shortening the notice requirement.

Because five cities had ratified the agreement in its present form at the time it was considered by the Costa Mesa City Council, it was determined that the best course of action to allow the ILJAOC formation to move forward was to authorize the City to enter into the JPA Agreement, conditioned upon the two language changes discussed above being made in the agreement, to be ratified by all member agencies, within six months

City of Costa Mesa

Integrated Justice and Law Agency for Orange County

June 14, 2006

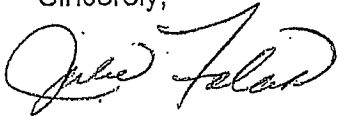
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of the City's adoption of the agreement and/or the actual formation of the JPA. To further ensure that the corrections are made, the City will not make any financial contribution to the ILJAOC until the agreement is revised to correct these ambiguities. If the corrections are not made as specified, the City will have the option to withdraw from the ILJAOC.

We ask that a copy of this letter be provided to all participating agencies when you notify them of Costa Mesa's approval and joinder with respect to the JPA and/or provide copies to them of Costa Mesa's approving resolution. In addition, please provide a list of the member agencies' representatives so that we may notify each member directly of the conditions upon Costa Mesa's execution of these documents and joinder in the JPA. You may forward the information to my attention and mail to the address of P.O. Box 1200, Costa Mesa, CA 92628-1200.

Please find enclosed the original of the aforementioned agreement and a copy of the resolution for your file.

Sincerely,



JULIE FOLCIK
City Clerk

Enclosure (3)

cc: Police Department
City Attorney
Finance